

DOCKET NUMBER 69

ROBBINS & KEEHN, APC
ATTORNEYS AT LAW
2400 UNION BANK BUILDING - 530 "B" STREET
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 232-1700 - TELECOPIER (619) 544-9095

L. Scott Keehn (SBN 61691)
ROBBINS & KEEHN
A Professional Corporation
530 "B" Street, Suite 2400
San Diego, California 92101
Telephone: (619) 232-1700

Attorneys for **Petitioning Creditors**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA

In Re:

FRANCIS J. LOPEZ,
Alleged Debtor

) Case No. 05-05926-PBINV

) Involuntary Chapter 7

) **DECLARATION OF L. SCOTT KEEHN IN**
) **OPPOSITION TO ALLEGED DEBTOR'S**
) **MOTION FOR SUMMARY JUDGMENT**

) Date: June 26, 2006

) Time: 2:00 p.m.

) Judge: The Honorable Peter W. Bowie

) Ctrm: 4

I, L. SCOTT KEEHN, declare as follows:

1. I am an attorney duly admitted to practice before the Courts of this State, and before the United States District Court for the Southern District of California. I am a shareholder of the firm Robbins & Keehn, APC, counsel of record for the petitioning creditors herein. I am the shareholder in charge of the engagement of the firm on behalf of the petitioning creditors herein, and the attorney within the firm who is most knowledgeable with respect to all aspects of this matter.

2. In or about April of 2006, I did receive a settlement offer made by Jonathan Hayes, on behalf of Francis J. Lopez, in this matter. The petitioning creditors do not waive the privileged confidentiality of the substance of that offer. However, they would correct the record by

1 disclosing to the court that the terms of the offer as set forth in the "Declaration of Francis Lopez"
2 filed in support of his motion for summary judgment at page 14 lines 27 to 28, are materially
3 different from the terms of the offer communicated to me.

4 3. During the course of the firm's engagement in this matter, I caused a documents
5 subpoena to be served upon the custodian of records for **Aurora Loan Services, LLC, A Lehman**
6 **Brothers Company**, an entity that we were informed and believed had documents that would be
7 admissible as evidence, or lead to the discovery of admissible evidence in this case. Attached
8 hereto marked **Exhibit A** and incorporated herein by this reference are true and correct copies of
9 documents that were produced by Aurora in response to the subpoena.

10 4. During the course of the firm's engagement in this matter, I caused a Requests For
11 Production of Documents to be served on **Lopez**, through his attorney of record. Attached hereto
12 marked as **Exhibits B, through E, and I through N, inclusive**, and incorporated herein by this
13 reference are true and correct copies of documents that were produced by Lopez, either in
14 response to that Request, or at his deposition conducted on April 27, 2006.

15 5. During the course of the firm's engagement in this matter, I caused a documents
16 subpoena to be served upon the custodian of records for **Household Bank**, an entity identified as a
17 creditor on the debtor's creditors list. Attached hereto marked as **Exhibits F, G, and H**, and
18 incorporated herein by this reference are true and correct copies of documents that were produced
19 on behalf of Household Bank, in response to the subpoena.

20 6. During the course of the firm's engagement in this matter, I caused a documents
21 subpoena to be served upon **Wayne Wise**, a person identified as a creditor on the debtor's
22 creditors list. Attached hereto marked **Exhibit O** and incorporated herein by this reference is a
23 true and correct copy of the "Affidavit of Wayne Wise" that he caused to be produced in response
24 to the subpoena.

25 7. Attached hereto marked as **Exhibit P**, and incorporated herein by this reference, is
26 a true and correct copy of excerpts of the **Reporter's Transcript** for the Status Conference
27 conducted on this case on May 1, 2006.

28 ///

1 8. At a hearing conducted in this case, on Monday December 19, 2005, this court
2 granted Lopez's motion to bifurcate the proceedings into two phases. Phase one was to be limited
3 to the issue of whether or not the petition was supported by an adequate number of petitioners;
4 and, Phase Two would address the issue of whether or not the alleged debtor was in fact generally
5 paying his debts as they came due in the June 30, 2005, time frame. The court did not require a
6 formal order reflecting the bifurcation, and none was submitted. However, the order is reflected in
7 the court's minute order for that hearing which appears as docket item 35. During the course of
8 that hearing, the court made it clear that the bifurcation applied to discovery as well as trial.

9 9. I relied upon the bifurcation order and tailored my subsequent conduct in the case
10 to comply with that order. Accordingly, I did not thereafter seek to enforce pending discovery,
11 nor did I promulgate new discovery, calculated to discover admissible evidence on the issue of
12 whether or not Lopez was in fact paying his debts as they came due in the June 30, 2005 time
13 frame. Other than an announcement made at the last status conference by Lopez's attorney to the
14 effect that he intended to bring a summary judgment motion that would dispose of both the phase
15 one and Phase Two issues, and the summary judgment motion itself, I had no prior warning or
16 other indication that Lopez or his counsel intended to abandon the protection that they had sought,
17 and won, through the bifurcation order. I objected to proceeding on the Phase Two issues before I
18 was released from the restraint of the court's bifurcated order and permitted to conduct discovery
19 on the Phase Two issues.¹

20 10. At this point I have not had any adequate opportunity to promulgate necessary
21 discovery on the Phase Two issue – paying debts as they came due – which I would have
22 promulgated but for the restraint imposed by the bifurcation order. Specifically, I would have, at a
23 minimum, obtained discovery as follows:

24 A. Requests for admission that the debtor was not fully and timely paying his
25 obligations as they came due in the June 30, 2005 time frame with separate requests for each
26 creditor.

28 ¹ See Exhibit P (Transcript of 5/7/06 Status Conference) at page 11, lines 7-21.

1 B. Interrogatories requesting the identification of all facts upon which any denial of
2 the requests for admission were predicated, as well as identification of documents evidencing
3 those facts, and witnesses that could testify to the facts revealed in response to such
4 interrogatories.

5 I would have also issued interrogatories to determine whether or not Lopez had obtained
6 any credit reporting information relating to himself or his "*credit score*" within the period from
7 June 30, 2004, to the date of response.

8 I would have also issued interrogatories to obtain the identification of all lawsuits in which
9 Lopez was a party and were pending at any time from June 30, 2004, to the date of response.

10 I also would have inquired via interrogatories as to whether Lopez had any credit
11 application declined in the period of June 30, 2004, to the date of his response.

12 C. Third Party Subpoenas. I would have issued subpoenas to third parties identified in
13 the written discovery responses if it appeared from those responses that they might have
14 admissible evidence, or documents that might lead to the discovery of admissible evidence.

15 D. Depositions. But for the bifurcation order, I would not have confined the scope of
16 the deposition of Lopez conducted April 27, 2006, to issues that were calculated to produce
17 admissible evidence on the issue of the number of creditors to be included in the "Section 303
18 Count" of creditors as of June 30, 2005. That expanded inquiry would have been facilitated by
19 responses obtained to written discovery as summarized above.

20 I would also have conducted the deposition of Madeline Lopez. By early February of
21 2006, the documents produced by Aurora Loan Services in response to our subpoena, indicated,
22 among other things, that in or about November, 2004, Madeline J. Lopez – the debtor's spouse –
23 had refinanced their residence through a loan issued from Lehman Brothers Bank, FSB, a federal
24 savings bank ("Lehman"). See Exhibit A for details.

25 I was surprised to learn from those documents that the refinancing of the residence was
26 accomplished through a loan applied for and given solely on the credit of Madeline, and that the
27 debtor was not identified as a borrower in that transaction. (See Exhibit A at bates number 0038
28 through 0041, and 0276 through 0280). The documents also indicated that Madeline's credit score

ROBBINS & KEEHN, APC
ATTORNEYS AT LAW
2400 UNION BANK BUILDING - 530 "B" STREET
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 232-1700 - TELECOPIER (619) 544-9095

1 at the time of the loan was 650, and that a credit score of 650 apparently fell below the acceptable
2 "loan parameters" utilized by Lehman in evaluating a loan of that magnitude, because a specific
3 exception to the standard loan parameters based on that low credit score was required (See Exhibit
4 A at bates 0227). One of the legitimate inferences to be drawn from these facts is that Francis and
5 Madeline purposefully decided that the refinancing loan would be taken solely in Madeline's name
6 because of their concern that adverse credit information relating to Francis would be revealed as
7 part of the application process and disqualify them for the loan. Testing the accuracy of this
8 inference obviously required the deposition of Madeline to explore it more fully, and for the
9 purpose of determining the facts upon which the decision for Francis not to participate in the loan
10 process was made, as well as what adverse credit information Madeline was either aware of or
11 concerned about at the time the decision was made. That in turn could have led to documents
12 subpoenas, and perhaps other discovery, calculated to lead to admissible evidence demonstrating
13 that Francis had bad credit history at the time of the refinancing application, and the bad credit
14 information continued to and including the June 30, 2005, time frame. All of that would have
15 been well within the scope of permissible discovery on the Phase Two issue in this case.

16 Deposition of Wayne Wise. The "Affidavit of Wayne Wise," produced in response to our
17 document subpoena is neither admissible over a hearsay objection, nor a model of clarity as a
18 precise status as of June 30, 2005. Absent the agreement of Mr. Wise to travel to San Diego to
19 testify at trial, his deposition would have been necessary to provide admissible evidence showing
20 that his obligation was not being performed in accordance with its terms as of June 30, 2005.

21 The foregoing is not an exhaustive list of discovery that would probably have been needed
22 to adequately prepare for the Phase Two trial. It is merely a summation of the minimal discovery
23 that would have been taken, and which is now necessary to take to fully and fairly address the
24 issue of whether or not Lopez was in fact generally paying his debts as they came due in the June
25 30, 2005, time frame.

26 11. I have firsthand knowledge of all of the foregoing, and if called as a witness, could
27 and would, testify in the manner hereinabove set forth.

28 ///

1 I declare under penalty of perjury that the foregoing is true and correct, and that this
2 Declaration was executed on June 14, 2006, at San Diego, California.

3
4 /s/ L. Scott Keehn
5 L. SCOTT KEEHN
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ROBBINS & KEEHN, APC
ATTORNEYS AT LAW
2400 UNION BANK BUILDING - 530 "B" STREET
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 232-1700 - TELECOPIER (619) 544-9095

Documents from Aurora Loan Services

EXHIBIT A

Jennifer Bulmer
Paralegal - Litigation
Legal Department
Direct Dial Telephone: 720-945-4521
Facsimile: 720-945-3081
E-mail: jbulmer@alservices.com

February 1, 2006

VIA OVERNIGHT MAIL

L. Scott Keehn, Esq.
Robbins & Keehn, APC
530 "B" Street, Suite 2400
San Diego, CA 92101
Telephone: 619-232-1700

Re: Francis J. Lopez; Subpoena in a case under the Bankruptcy Code
Property Address: 310 Sand Myrtle Trail, Destin, FL 32541
Aurora Loan Number: 0019275023


Dear Mr. Keehn:

Aurora Loan Services LLC ("Aurora") is herein responding to the Subpoena we received on or about January 9, 2006. I have attached copies of the following documents from our files which are responsive to the Subpoena.

- 1) Copy of Servicing File Documents
- 2) Copy of Collateral File Documents
- 3) Copy of Payment History

It is my understanding that Aurora Loan Services LLC will be released from this Subpoena and will have no further obligation to you regarding this specific matter. If my understanding is incorrect, please contact me immediately at (720) 945-4521, otherwise I will close my file.

Sincerely,


Jennifer Bulmer
Paralegal - Litigation

jb:
Enclosures

Borrower Name & Address: **MADELEINE J LOPEZ**Loan Number: **0019275023****310 SAND MYRTLE TRAIL
DESTIN, FLORIDA 32541**

You are hereby notified* that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from
LEHMAN BROTHERS BANK, FSB

to

AURORA LOAN SERVICES, effective **12/16/04**

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. [In this case, all necessary information is combined in this one notice.]

Your present servicer is **LEHMAN BROTHERS BANK, FSB**

If you have any questions relating to the transfer of servicing from your present servicer call

Customer Service at **877-266-7208**

8 a.m. and **5** MST p.m. on the following days **Monday - Friday** . This is a toll-free or collect call number.

Your new servicer will be **AURORA LOAN SERVICES**

The business address for your new servicer is: **P.O. BOX 1706**

SCOTTSBLUFF, NE 69363-1706

The toll-free or collect call telephone number of your new servicer is **800-550-0508**

If you have any questions relating to the transfer of servicing to your new servicer call

Customer Service at **800-550-0508**

between **8** a.m. and **5** MST p.m. on the following days **Monday - Friday**

The date that your present servicer will stop accepting payments from you is **12/16/04**

The date that your new servicer will start accepting payments from you is **12/16/04**

Send all payments due on or after that date to your new servicer.

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance in the following manner:

and you should take the following action to maintain coverage:

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

P.O. BOX 1706

SCOTTSBLUFF, NE 69363-1706

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is any day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

*This notification is a requirement of Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605).

LEHMAN BROTHERS BANK, FSB
PRESENT SERVICER

11/01/2004
Date

AURORA LOAN SERVICES
FUTURE SERVICER

11/01/2004
Date

553R (9501)

12/94

VMP MORTGAGE FORMS - (800)521-7291



AURORA 0031

SIGNATURE/NAME AFFIDAVIT

DATE: 11/02/04

LOAN #: 0019275023

BORROWER: MADELEINE J LOPEZ

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

MADELEINE J LOPEZ

(Print or Type Name)

Signature

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

MADELEINE MAGILL LOPEZ/MADELEINE LOPEZ

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

and that

and the same person.

are one

State/Commonwealth of
County/Parish of
Okaloosa

Subscribed and sworn (affirmed) before me Ma. Leanne J. Lopez
this 21st day of November 2004



Lisa M. Ward
My Commission DD198598
Expires March 31 2007

Notary Public in and for
the State/Commonwealth of
County/Parish of
My Commission Expires:

VMP-304 (0103)

VMP MORTGAGE FORMS - (800)521-7291

3/01

AURORA 0035

100025440001953568
0019275023

Return To: AURORA LOAN SERVICES INC.
3040 Route 22 West
Branchburg, NJ, 08876

This document was prepared by:

ROSE HAHN
LEHMAN BROTHERS BANK
400 PROFESSIONAL DRIVE, SUITE 100
GAITHERSBURG, MD 20879

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100025440001953568

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 2, 2004 together with all Riders to this document.

(B) "Borrower" is

MADELEINE J LOPEZ

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK

FLORIDA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

220 -6A(FL) (0003)

Page 1 of 16

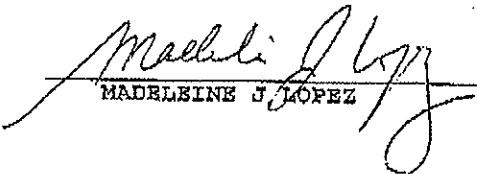
Initials: *ML*

VMP MORTGAGE FORMS - (800)521-7291



PAGE 03/13
100025440001953568
0019275023

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

_____	 _____ MADLEINE J. LOPEZ (Seal) -Borrower
_____	_____ (Address) _____ (Seal) -Borrower
	_____ (Address)
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Address)	_____ (Address)
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Address)	_____ (Address)
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Address)	_____ (Address)

-BORROWER'S AFFIDAVIT -

Date: 11/02/2004

Loan #: 0019275023

Case #:

I/We, MADELEINE J LOPEZ,

("Borrower(s)") being duly sworn according to law make the following statements and representations, which statements and representations are given to induce LEHMAN BROTHERS BANK, FSB (Lender) to make a loan (the "Loan") to me/us, and/or to induce the Veterans Administration, and/or the Federal Housing Administration and/or a private insurer to insure/guarantee the Loan which Loan is secured by property located at:

310 SAND MYRTLE TRAIL, DESTIN, FL 32541

("Property")

I/WE HEREBY STATE AND REPRESENT AS FOLLOWS:

1. **PURCHASE PRICE.** That the total purchase price for the Property is N/A
2. **ACKNOWLEDGMENT OF PAYMENT.** That the required down payment, settlement costs and prepaid expenses as required to legally settle this purchase of the Property were paid by me/us.
3. **SOURCE OF FUNDS.** That no portion of the down payment, closing costs and prepaid expenses were borrowed from any source and that I/we did not incur any debts in this transaction except the subject loan and no additional agreements or kickbacks with the seller or agent have been made that have not been disclosed to the Lender.

4. **OCCUPANCY.** That I/we (place your initials on the appropriate line below):

⇒

✓ presently occupy the Property as my/our principal residence; or, intend to occupy the Property on or before as my/our principal residence; or

(Date)

 intend to occupy the Property as my/our second home (vacation, etc.) while maintaining my/our principal residence elsewhere (and will not use the Property for rental purposes); or, do not intend to occupy the Property and intend to use the Property for investment/rental purposes.

5. **MAILING ADDRESS.** That my/our correct mailing address is:

☒ the address for the Property which is set forth at the top of this Borrower's Affidavit; or,☐ as follows: _____

6. **PROPERTY INSPECTION.** That I/we have inspected the Property and accept the same;

I/We believe the property to be structurally sound and am/are willing to close this transaction with the property in its present condition.

I/We indemnify and hold LEHMAN BROTHERS BANK, FSB

harmless from any and all claims or damages arising from any and all structural defects of which I/we are now aware of or which I/we discover subsequent to loan closing.

7. **HOA DUES.** That the Property:

☒ is located in a: ☐ Condominium Project, ☒ Planned Unit Development, ☐ Project which assesses a maintenance charge; or

☐ is NOT subject to any such maintenance charge.

8. **UTILITIES.** That I/we, acknowledge and accept that the Property:

WATER☐ has well water; or,☐ does not have well water but is connected to a utility which provides water.**SEPTIC**☐ has a septic system; or,☐ does not have a septic system but is connected to a utility providing sewer service.

Lender or its successors or assigns, at their option and as permitted by applicable law, may: (1) receive from the Borrowers an amount sufficient to reduce the principal amount of the Loan to a level (or maximum loan to value) normally required by the Lender; (2) declare all sums secured by the Security Instrument immediately due and payable; (3) collect from the Borrower the additional fees (origination and other fees) normally charged by the Lender for non-owner-occupied loans; (4) adjust the interest rate and payment to be in accordance with program guidelines.

6. The Borrowers are advised that the making of any misrepresentations or misstatements in this Affidavit or any other document executed in connection with the Loan, the failure to move into the property by the specified time, or a breach of any of the conditions of this Affidavit will constitute a default under the terms of and provisions of the Note and Security Instrument executed in connection with the Loan.
7. Borrowers acknowledge that they understand that it is a federal crime punishable by a fine or imprisonment, or both to knowingly make any false statement concerning this Affidavit as applicable under the provisions of Title 18, United States Code, Sections 1001, 1010 and 1014.
8. The agreements and covenants contained in this Affidavit shall survive the closing of the Loan.
9. This Affidavit is binding upon the parties, their heirs, administrators, executors, personal representatives, successors, and assigns.

Madelaine J Lopez
MADELBINE J LOPEZ (Signature of Borrower)

Date 11-2-04

(Signature of Borrower)

Date _____

(Signature of Borrower)

Date _____

(Signature of Borrower)

Date _____

STATE of: FLORIDA

County ss: Okaloosa

Subscribed and sworn to before me this 2nd day of November, 2004

WITNESS my hand and official seal.

Signature: [Signature]

Name (typed or printed) _____

My Commission Expires:



Lisa M. Ward
My Commission 00198598
Expires March 31, 2007

ALSOCC2

9/2004

Loan Parameter Exception Request

A copy of this document must be included as the TOP ITEM in the submission file
Your LPER Request Should Be Faxed to: (720) 945-5928

Note: Issuance of this exception does not constitute loan approval nor does it indicate that the loan meets program acceptance. Loan approval is subject to satisfaction of underwriting criteria in the Underwriting Guidelines.

Date: 10/12/04	Aurora Loan No: (Correct) LR1046991	Aurora Contact:
Seller: Primeland America	Seller ID: 1510	
Seller Contact: AL Bader / Marie	Phone No: (954) 929-8560	
Fax # completed LPER should be sent to: (954) 925-9223	Email Address: ab@primelandamerica.com	

Borrower Name: Lopez, Madeleine J.	SS#: 570-11-7427	Credit Score: 650
Co-B Name:	SS#:	Credit Score:
Property Address: 310 Sand Hyatt Trail	City: Destin	State: Florida
Reserves: (Net of Proceeds)	Appraised Value: 1,250,000	LTV: 60.00
	Purchase Price:	CLTV: 60.00
Loan Amount: 79000	Ratios: no doc	

Borrower Profession:	Years on Job: NA
Co-Borrower Profession: NA	Years on Job: NA

Occupancy	Purpose	Documentation
<input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Second Home <input type="checkbox"/> Non-Owner Occupied	<input type="checkbox"/> Purchase <input type="checkbox"/> Refi - No Cash Out <input checked="" type="checkbox"/> Refi - Cash Out <input type="checkbox"/> Construction/Perm	<input type="checkbox"/> Full/Alt Doc <input type="checkbox"/> Limited Doc <input type="checkbox"/> No Ratio <input checked="" type="checkbox"/> No Doc
Product Code	Property Type	
<input type="checkbox"/> A30F - 30 Yr. Fixed <input type="checkbox"/> A20F - 20 Yr. Fixed <input type="checkbox"/> A15 F - 15 Yr. Fixed <input type="checkbox"/> A6MH - 6-mo LIBOR High Margin <input type="checkbox"/> A36L - 3/6 LIBOR <input checked="" type="checkbox"/> A56L - 5/6 LIBOR	<input type="checkbox"/> A76L - 7/6 LIBOR <input type="checkbox"/> A10L - 10/6 LIBOR <input type="checkbox"/> A31L - 3/1 LIBOR <input type="checkbox"/> A51L - 5/1 LIBOR <input type="checkbox"/> A71L - 7/1 LIBOR <input type="checkbox"/> A101 - 10/1 LIBOR <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> SFD - PUD <input type="checkbox"/> Two Unit <input type="checkbox"/> Three Unit <input type="checkbox"/> Four Unit <input type="checkbox"/> Condo <= 4 Stories <input type="checkbox"/> Condo > 4 Stories <input type="checkbox"/> Condomotel <= 4 Stories <input type="checkbox"/> Condomotel > 4 Stories <input type="checkbox"/> Other:

Description of Exception: Credit Score
Compensating Factors: LTV

For Aurora Use Only:

- ☐ Approved
☐ Approved Subject to: _____
☐ Declined

Aurora Exception Number: _____

Pricing Adjustments:

Loan Amount/Program: _____
 Purpose: _____
 Occupancy: _____
 Property Type: _____
 Credit Score: _____
 Documentation Type: _____
 Other: _____

Exception Charge:

Net Price to/from client: _____
 Net Price to/from MI Company: _____

Stated adjustments to rate, margin, and/or price (if applicable) are inclusive of standard Rate Sheet adjustments for the parameters noted above with the exception of interest-only, non-escrowed, prepayment premium (unless prepayment is required as indicated above) and best-efforts adjustments.

Date: _____ By: _____ Phone: (800) 880-0128 Ex. _____

Comments: _____

0019275023
100025440001953568
0019275023

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

November 2, 2004
[Date]

DESTIN,
[City]

FLORIDA
[State]

310 SAND MYRTLE TRAIL, DESTIN, FLORIDA 32541
[Property Address]

19275023

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 750,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is
LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on January 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on December 1, 2034, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at LEHMAN BROTHERS BANK, FSB

400 PROFESSIONAL DRIVE, SUITE 500, GAITHERSBURG, MD 20879

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 4,436.54 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*) -
Single Family - Fannie Mae UNIFORM INSTRUMENT
Amended for Florida

UMP-838N(FL) (0005)

Form 3520 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 4

Initials: _____



AURORA 0276

0019275023
100025440001953568
0019275023

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **December, 2009**, and on that day every **6th** month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND 25 HUNDREDTHS percentage points (**2.250** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.875** % or less than **2.250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000** %) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **11.875** %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY SEE ATTACHED ADDENDUM

~~I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note. I may make a full Prepayment or partial Prepayments without paying any Prepayment charges. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayments to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.~~

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

0019275023
100025440001953568
0019275023

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

0019275023
 100025440001953568
 0019275023

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

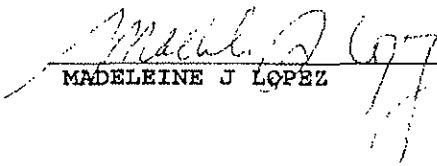
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


 MADELEINE J LOPEZ

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

[Sign Original Only]

ADDENDUM TO NOTE

This addendum is made November 2, 2004 and is incorporated into and deemed to amend and supplement the Adjustable Rate Note of the same date.

The property covered by this addendum is described in the Security Instrument and located at:

310 SAND MYRTLE TRAIL, DESTIN, FLORIDA 32541

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Note, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.875 % or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2 %) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 11.875%. My interest rate will never be less than 2.250 %.

UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

In Witness Whereof, Trustor has executed this addendum.

[Signature]
Witness

11-2-04
Date

Date

Date

Date

[Signature]
MADELINE J LOPEZ

EXHIBIT B

Account Number		Credit Line		Cash or Credit Available		Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
5490 9991 7848 8929		\$ 10,500.00		\$ 464.00		29	05/10/05	\$ 146.00	06/04/05
Posting Date	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges		Credits (CR)	

PAYMENTS AND CREDITS

04/29 0371 MC

PAYMENT - NET ACCESS

90.00 CR

PURCHASES AND ADJUSTMENTS

05/07 05/07 9918 MC C

LATE FEE FOR PAYMENT DUE 05/06

39.00

TOTAL FOR BILLING CYCLE FROM 04/12/2005 THROUGH 05/10/2005

\$39.00

\$90.00 CR

WORLD POINTS

O MONTHLY EARNINGS

O POINTS AVAILABLE

O BONUS POINTS THIS MONTH

GO TO IBSWORLDPPOINTS.COM/OFFERS

FOR CURRENT BONUS POINT OFFERS

IMPORTANT NEWS

ENJOY THE CONVENIENCE AND FLEXIBILITY THE ENCLOSED CHECKS OFFER.

YOU ARE A VALUED CUSTOMER. WE WANT TO MAKE SURE YOU ARE AWARE THAT WE HAVE NOT RECEIVED YOUR PAYMENT. PLEASE SEND THE AMOUNT DUE TODAY. IF IT HAS BEEN MAILED, THANK YOU.

MYCONCIERGE CAN ASSIST WITH HARD-TO-FIND TICKETS, DINING RESERVATIONS, UNIQUE GIFTS, FLOWERS, AND MUCH MORE! VISIT WWW.IBSWORLDPOINTS.COM FOR DETAILS.

SUMMARY OF TRANSACTIONS

Previous Balance	(-) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(=) New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$10,008.23	\$90.00	\$0.00	\$39.00	\$78.77	\$0.00	\$10,036.00	Past Due Amount	\$14.00
							Current Payment	\$132.00
							Total Minimum Payment Due	\$146.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.010931% DLY	3.99%	\$0.00
B. ATM, BANK	0.054767% DLY	19.99%	\$0.00
C. PURCHASES	0.027123% DLY	9.90%	\$5.38
D. OTHER BALANCES	0.027123% DLY	9.90%	\$10,009.03

FOR THIS BILLING PERIOD:

ANNUAL PERCENTAGE RATE..... 9.90%

(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-223-7046.
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: BANKCARD SERVICES, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: BANKCARD SERVICES, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

1648 51X Y 1SY 0802 0000 00

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

USE010

5490 9991 7848 8929

PAGE 1 OF 1

EXHIBIT C

FRANCIS J LOPEZ

Bank of America

Account Number: 4050 8605 1242 9141

Your Bank of America Visa® Account

New Balance \$2,188.63

Total Credit Line	\$2,200.00	Available Credit	\$11.37
Cash Limit	\$1,100.00	Available Cash	\$11.00
Overlimit Amount	\$0.00	Billing Date	05/13/05
Minimum Payment Due	\$54.00	Payment Due Date	06/07/05

24-Hour Customer Service 1.800.732.9194 Pay online! Visit
 For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT
				CR=CREDIT
May 07	May 06	208	PAY BY PHONE PAYMENT	CR \$50.00
May 07	May 06	208	PAY BY PHONE FEE	\$10.00
May 12	May 11	448	YAH*YAHOO SM BUS/MAIL 408-349-5151 CA	\$11.95
May 12	May 11	455	YAH*YAHOO SM BUS/MAIL 408-349-5151 CA	\$16.90
May 13	May 13		PERIODIC FINANCE CHARGE	\$48.01

ount Summary

Previous Balance		\$2,151.77
Purchases	+	\$28.85
Cash Advances	+	\$0.00
Other Debits	+	\$10.00
Credits	-	\$0.00
FINANCE CHARGE	+	\$48.01
Payments	-	\$50.00
New Balance	=	\$2,188.63

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	26.960%	0.07386%v D	\$2,105.54	\$46.65 P
Cash	26.960%	0.07386%v D	\$61.62	\$1.36 P

ANNUAL PERCENTAGE RATE 26.960%

v=Variable

Customer Corner

IMPORTANT NOTICE. An Important Summary of Changes to Your Account can be found within this statement. Please read the information carefully and retain it for your records.

Your account is currently subject to the Penalty Rate. Once the minimum number of consecutive payments are made and you do not exceed your Credit Limit during that time, the Purchase, Cash Advance and/or Balance Transfer APRs will revert to the terms of the Additional Disclosure as modified by the Important Summary of Changes to Your Account within this statement.

Important Notice: You have a new credit card payment address. If you make your payment through an online bill pay service, please include the new address to ensure payment is received by the due date. Your new payment address is reflected on your payment coupon below.

Please return remit coupon
with your payment ↓

#1617 54.02

EXHIBIT D

Account Number: 4050 8605 1242 9141

Your Bank of America Visa® Account

New Balance	\$2,309.52	Past Due Amount	\$54.00
Total Credit Line	\$2,200.00	Available Credit	\$0.00
Cash Limit	\$1,100.00	Available Cash	\$0.00
Overlimit Amount	\$74.52	Billing Date	06/13/05
Minimum Payment Due	\$216.52	Payment Due Date	07/08/05
24-Hour Customer Service	1.800.732.9194	Pay online! Visit	www.bankofamerica.com
For Lost or Stolen Cards	1.800.848.6090		

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT
Jun 08	Jun 08		LATE PAYMENT FEE	\$35.00
Jun 13	Jun 13		OVERLIMIT FEE ASSESSED FOR JUN 13, 2005	\$35.00
Jun 13	Jun 13		PERIODIC FINANCE CHARGE	\$50.89

Account Summary

Previous Balance	\$2,188.63
Purchases	\$0.00
Advances	\$0.00
Other Debits	\$70.00
Credits	\$0.00
FINANCE CHARGE	\$50.89
Payments	\$0.00
New Balance	\$2,309.52
Past Due Amount	\$54.00

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	27.080%	0.07419%v D	\$2,151.11	\$49.47 P
Cash	27.080%	0.07419%v D	\$62.04	\$1.42 P

ANNUAL PERCENTAGE RATE 27.080% v=Variable

When your accounts become Bank of America accounts, you may be unable to use your ATM or Check Card to access your Credit Card account at the ATM. To regain access, call the Customer Service and Support number on the back of your ATM or Check Card to request that your Credit be re-linked.

Please return remit coupon with your payment ↓



0005000 0021652 0230952 4050860512429141



BANK OF AMERICA
PO BOX 650260
DALLAS TX 75265-0260



617 1 AT .292 06-13-2330-00MS-411-T=004



FRANCIS J LOPEZ
PO BOX 219
DESTIN, FL 32540-0219



Payment Coupon

Account Number	4050 8605 1242 9141
Payment Due Date	07/08/05
Total Minimum Payment Due	\$216.52
New Balance:	\$2,309.52

Amount Enclosed



Make check or money order payable to Bank of America.

52402225010140512429141

Customer Corner

Check out the new line of products created exclusively for Bank of America customers: shop online at 'www.bankofamerica.com/customer'. From a currency converter to a document holder, you will find tools to help manage and organize your finances.

Save \$20.00 at a BLOCKBUSTER® store near you!

Just try Great Fun®, the super discount dining and entertainment service for 2 months for only \$1. You'll save with up to 50% discounts at favorite restaurants and hotels across town and across the country. Go to www.greatfunonline.com/offer and sample the savings for yourself. Starting with your \$20.00 BLOCKBUSTER Gift Card! When you enroll and try Great Fun. Certain limitations, restrictions, and exclusions apply.

EXHIBIT E



GET YOURS

Customer Service (Servicio al Cliente):

1-800-420-5981

Payment Address: Retail Services PO Box 5238 Carol Stream IL 60197-5238
 Mail Billing Inquiries to: Retail Services PO Box 15521 Wilmington DE 19850-5521
 Days in Billing Cycle: 30

Thousands of Possibilities

Statement Date: 05/03/2005

Account Summary

Account Number: 7021-2701-0278-5762

PAYMENT DUE DATE	TOTAL MINIMUM PAYMENT DUE	NEW BALANCE	PAST DUE AMOUNT	AVAILABLE CREDIT
05/28/2005	\$252.00	\$2,898.85	\$186.00	\$0.00

FOR \$15 YOU CAN TAKE ADVANTAGE OF OUR PAY BY PHONE PROGRAM. AVOID FURTHER COLLECTION ACTIVITY. CALL 1-800-420-5981

Please see reverse for important disclosures, including grace period information.

Transactions

Transaction Date	Transaction Detail	Promo. Type/Credit Plan	Amount
04/04/2005	Previous Balance.....		\$2,807.49
04/28/2005	Late Charge Assessment.....		\$35.00
05/03/2005	Billed Finance Charges.....		\$56.36
05/03/2005	New Balance.....		\$2,898.85

Finance Charge Summary

Promotion Type/ Credit Plan	Purchase Date	Promotion Expiration Date	Previous Balance	Average Daily Balance	Variable Daily Periodic Rate	Corres- ponding APR	ANNUAL PERCENTAGE RATE (APR)	FINANCE CHARGES at Periodic Rate	Deferred FINANCE CHARGES	New Balance	Minimum Payment Due
Regular Purchase 04001-01	N/A	N/A	\$1,691.76	\$1,708.09	0.06616%	24.15%	24.15%	\$33.90	N/A	\$1,725.66	\$231.86
Regular Purchase 04005-02	N/A	N/A	\$601.05	\$606.85	0.06616%	24.15%	24.15%	\$12.04	N/A	\$613.09	\$20.14
Regular Purchase 00007-03	N/A	N/A	\$322.72	\$332.84	0.06616%	24.15%	24.15%	\$6.58	N/A	\$364.30	\$0.00
Regular Purchase 04010-04	N/A	N/A	\$191.96	\$193.81	0.06616%	24.15%	24.15%	\$3.84	N/A	\$195.80	\$0.00

STAT173H (04/04)

Page 1 of 1 05030030124

Please return coupon below with your payment.

BEST BUY CO., INC.

Customer Service (Servicio al Cliente): 1-800-420-5981

ACCOUNT NUMBER	NEW BALANCE	PAYMENT DUE DATE	RECOMMENDED MAIL DATE	TOTAL MINIMUM PAYMENT DUE
7021-2701-0278-5762	\$2,898.85	05/28/2005	05/19/2005	\$252.00

AMOUNT
ENCLOSED \$

FRANCIS J LOPEZ
 PO BOX 219
 DESTIN FL 32540-0219

00169

Please complete using black or blue ink only.
 Make checks payable to Retail Services. Include your
 account number on your check or money order.



RETAIL SERVICES
 PO BOX 5238
 CAROL STREAM IL 60197-5238



0

00289885000252000007021270102785762001694



GET YOURS

Customer Service (Servicio al Cliente): 1-800-420-5981

Payment Address: Retail Services PO Box 5238 Carol Stream IL 60197-5238
 Mail Billing Inquiries to: Retail Services PO Box 15521 Wilmington DE 19850-5521
 Days in Billing Cycle: 30

Thousands of Possibilities

Statement Date: 05/03/2005

Account Summary					Account Number: 7021-2701-0278-5762				
PAYMENT DUE DATE	TOTAL MINIMUM PAYMENT DUE	NEW BALANCE	PAST DUE AMOUNT	AVAILABLE CREDIT					
05/28/2005	\$252.00	\$2,898.85	\$186.00	\$0.00					

FOR \$15 YOU CAN TAKE ADVANTAGE OF OUR PAY BY PHONE PROGRAM. AVOID FURTHER COLLECTION ACTIVITY. CALL 1-800-420-5981

Please see reverse for important disclosures, including grace period information.

Transactions				
Transaction Date	Transaction Detail	Promo. Type/Credit Plan	Amount	
04/04/2005	Previous Balance.....		\$2,807.49	
04/28/2005	Late Charge Assessment.....		\$35.00	
05/03/2005	Billed Finance Charges.....		\$56.36	
05/03/2005	New Balance.....		\$2,898.85	

Finance Charge Summary											
Promotion Type/ Credit Plan	Purchase Date	Promotion Expiration Date	Previous Balance	Average Daily Balance	Variable Daily Periodic Rate	Corres- ponding APR	ANNUAL PERCENTAGE RATE (APR)	FINANCE CHARGES at Periodic Rate	Deferred FINANCE CHARGES	New Balance	Minimum Payment Due
Regular Purchase 04001-01	N/A	N/A	\$1,691.76	\$1,708.09	0.06616%	24.15%	24.15%	\$33.90	N/A	\$1,725.66	\$231.86
Regular Purchase 04005-02	N/A	N/A	\$601.05	\$606.85	0.06616%	24.15%	24.15%	\$12.04	N/A	\$613.09	\$20.14
Regular Purchase 00007-03	N/A	N/A	\$322.72	\$332.84	0.06616%	24.15%	24.15%	\$6.58	N/A	\$364.30	\$0.00
Regular Purchase 04010-04	N/A	N/A	\$191.96	\$193.81	0.06616%	24.15%	24.15%	\$3.84	N/A	\$195.80	\$0.00

Page 1 of 1 05030030124

Please return coupon below with your payment.

BEST BUY CO., INC.

Customer Service (Servicio al Cliente): 1-800-420-5981

ACCOUNT NUMBER	NEW BALANCE	PAYMENT DUE DATE	RECOMMENDED MAIL DATE	TOTAL MINIMUM PAYMENT DUE
7021-2701-0278-5762	\$2,898.85	05/28/2005	05/19/2005	\$252.00

AMOUNT
ENCLOSED \$

FRANCIS J LOPEZ
 PO BOX 219
 DESTIN FL 32540-0219

00169

Please complete using black or blue ink only.
 Make checks payable to Retail Services. Include your
 account number on your check or money order.



RETAIL SERVICES
 PO BOX 5238
 CAROL STREAM IL 60197-5238



0

00289885000252000007021270102785762001694

STAT173H (04/04)

EXHIBIT F

FRANCIS J LOPEZ

Page 1 of 2

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT NUMBER	5176-6900-0673-2635	OVERLIMIT AMOUNT	\$156.19	PREVIOUS BALANCE	\$2,046.17
TOTAL CREDIT LIMIT	\$2,000	MINIMUM PAYMENT*	\$54.00	PAYMENTS/CREDITS	- \$0.00
TOTAL CREDIT LIMIT AVAILABLE	\$0	CURRENT PAYMENT DUE*	\$210.19	PURCHASES/DEBITS	+ \$64.00
CASH CREDIT LIMIT	\$800	PAYMENT DUE DATE	05/06/05		
CASH LIMIT AVAILABLE	\$0	PAST DUE AMOUNT	\$102.00		
STATEMENT DATE	04/13/05	*See reverse side for an explanation of these amounts.		FINANCE CHARGE	+ \$46.02
.Cash Credit Limit is a portion of the Total Credit Limit				NEW BALANCE	= \$2,156.19

Household Bank Rewards Summary

Earnings to expire in December 2008		3,913
Previous Earnings	3,913	
Earnings	0	
Total Earnings	3,913	

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
04/0704/07		LATE CHARGE ASSESSMENT	10000003000000999851700	\$35.00	
03/1403/14		OVERLIMIT CHARGE ASSESSMENT	10000003000000999861100	\$29.00	

MAIL PAYMENTS TO: HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

QUESTIONS? 24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:
www.householdbank.com

MAIL INQUIRIES TO: HOUSEHOLD CREDIT SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635
New Balance \$2,156.19
Payment Due Date 05/06/05 Current Payment Due \$210.19

Make checks payable to HOUSEHOLD CREDIT SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

517669000673263500021019002156196

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J. LOPEZ

Page 2 of 2

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
--------------	--------------	----------------------------	---------------------	-------------------	---------

YOUR ACCOUNT IS NOW PAST DUE. PLEASE CALL TODAY TO MAKE YOUR PAYMENT OVER THE PHONE. CALL US AT 800-395-0500.

FINANCE CHARGE CALCULATION

This is a grace account. Grace period information on back.

	Balance Subject To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	\$2,105.19	.07052%	31	\$46.02	25.74%
CASH ADVANCES	\$0.00	.00000%	31	\$0.00	22.99%

ANNUAL PERCENTAGE RATE*25.740%

**May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

MAIL PAYMENTS TO: HOUSEHOLD CREDIT SERVICES, PO BOX 5222, CAROL STREAM IL 60197-5222
 QUESTIONS? 24-HOUR CUSTOMER SERVICE 1-800-477-6000
 OUTSIDE USA, COLLECT: 1-757-523-3880
 TDD HEARING IMPAIRED: 1-800-395-0020
 Manage your account online at: www.householdbank.com
 080370 E 13 0000000300 G STMT38 0 D
 PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
 To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176 6900 0673.2635
 New Balance \$2,156.19
 Payment Due Date 05/06/05 Current Payment Due \$210.19

Make checks payable to HOUSEHOLD CREDIT SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
Enclosed

FRANCIS J. LOPEZ
 PO BOX 219
 DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
 PO BOX 5222
 CAROL STREAM IL 60197-5222

517669000673263500021019002156196

EXHIBIT G

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J LOPEZ

Page 1 of 2

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT NUMBER	5176-6900-0673-2635	OVERLIMIT AMOUNT	\$266.91	PREVIOUS BALANCE	\$2,156.19
TOTAL CREDIT LIMIT	\$2,000	MINIMUM PAYMENT*	\$57.00	PAYMENTS/CREDITS	- \$0.00
TOTAL CREDIT LIMIT AVAILABLE	\$0	CURRENT PAYMENT DUE*	\$323.91	PURCHASES/DEBITS	+ \$64.00
CASH CREDIT LIMIT	\$800	PAYMENT DUE DATE	06/07/05		
CASH LIMIT AVAILABLE	\$0	PAST DUE AMOUNT	\$156.00		
STATEMENT DATE	05/13/05	*See reverse side for an explanation of these amounts.		FINANCE CHARGE	+ \$46.72
				NEW BALANCE	= \$2,266.91

.Cash Credit Limit is a portion of the Total Credit Limit

Household Bank Rewards Summary

Earnings to expire in December 2008 3,913

Previous Earnings 3,913
 Earnings 0
 Total Earnings 3,913

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
05/06/06		LATE CHARGE ASSESSMENT	10000003000000999862810	\$35.00	
04/23/04		OVERLIMIT CHARGE ASSESSMENT	10000003000000999783930	\$29.00	

MAIL PAYMENTS TO: HOUSEHOLD CREDIT SERVICES
 PO BOX 5222
 CAROL STREAM IL 60197-5222

QUESTIONS? 24-HOUR CUSTOMER SERVICE
 1-800-477-6000
 COLLECT: 1-757-523-3880
 TDD HEARING IMPAIRED: 1-800-395-9020
 Manage your account online at:
www.householdbank.com

MAIL INQUIRIES TO: HOUSEHOLD CREDIT SERVICES
 PO BOX 81622
 SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 0 D
 PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
 To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635
 New Balance \$2,266.91
 Payment Due Date 06/07/05 Current Payment Due \$323.91

Make checks payable to HOUSEHOLD CREDIT SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
 Enclosed

FRANCIS J LOPEZ
 PO BOX 219
 DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
 PO BOX 5222
 CAROL STREAM IL 60197-5222

517669000673263500032391002266912

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J. LOPEZ

Page 2 of 2

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
--------------	--------------	----------------------------	---------------------	-------------------	---------

IF YOU ARE UNABLE TO SEND YOUR PAYMENT TODAY, PLEASE CALL 800-395-0500 TO DISCUSS A REPAYMENT ARRANGEMENT.

FINANCE CHARGE CALCULATION

This is a grace account. Grace period information on back.

Balance Subject	Daily	Days	Finance Charges	NOMINAL
To Finance Charge/ Average Daily Balance	Periodic Rate	In Billing Cycle	At Periodic Rate	ANNUAL PERCENTAGE RATE
PURCHASES \$2,208.18	.07052%	30	\$46.72	25.74%
CASH ADVANCES \$0.00	.00000%	30	\$0.00	22.99%

ANNUAL PERCENTAGE RATE*25.740%

**May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

CARDMEMBER NEWS

We're happy to announce that Household Bank has joined HSBC. See the enclosed materials for more information.

MAIL PAYMENTS TO: QUESTIONS? MAIL INQUIRIES TO:
HOUSEHOLD CREDIT SERVICES 24-HOUR CUSTOMER SERVICE HOUSEHOLD CREDIT SERVICES
PO BOX 5232 1 800 477 6000 PO BOX 01622
CAROL STREAM IL 60197-5222 OUTSIDE USA. COLLECT: 1-757-523-3890 SALINAS CA 93912 1622
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:
www.householdbank.com
OB0370 E 13 0000000300 G STMT38 D
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635

New Balance	\$2,266.91	
Payment Due Date	06/07/05	Current Payment Due \$323.91

Make checks payable to HOUSEHOLD CREDIT SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

517669000673263500032391002266912

EXHIBIT H

HSBC GOLD MASTERCARD STATEMENT
FRANCIS J LOPEZ

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT 5176-6900-0673-2635 NUMBER		OVERLIMIT AMOUNT	\$295.95	PREVIOUS BALANCE	\$2,266.91
TOTAL CREDIT LIMIT \$2,000		MINIMUM PAYMENT*	\$58.00	PAYMENTS/CREDITS -	\$100.00
TOTAL CREDIT LIMIT AVAILABLE \$0		CURRENT PAYMENT DUE*	\$353.95	PURCHASES/DEBITS +	\$79.00
CASH CREDIT LIMIT \$800		PAYMENT DUE DATE	07/08/05		
CASH LIMIT AVAILABLE \$0		PAST DUE AMOUNT	\$163.00		
STATEMENT DATE 06/13/05				FINANCE CHARGE +	\$50.04
		*See reverse side for an explanation of these amounts.		NEW BALANCE =	\$2,295.95

.Cash Credit Limit is a portion of the Total Credit Limit

HSBC Rewards Summary

Earnings to expire in December 2008 3,913

Previous Earnings 3,913
Earnings 0
Total Earnings 3,913

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
05/17	05/17	CHECK BY PHONE PAYMENT	00000000000051779831135		\$50.00
06/01	06/06	MISC FEE REVERSAL	1297-02JUN05 (01-01)		\$50.00
06/07	06/07	LATE CHARGE ASSESSMENT	10000003000000999851610	\$35.00	
05/17	05/17	CHECK BY PHONE FEE (ACH)	00000000000051779831136	\$15.00	
05/23	05/23	OVERLIMIT CHARGE ASSESSMENT	10000003000000999823680	\$29.00	

MAIL PAYMENTS TO:
HSBC CARD SERVICES
PO BOX 4155
CAROL STREAM IL 60197-4155

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000

MAIL INQUIRIES TO:
HSBC CARD SERVICES
PO BOX 81622
SALINAS CA 93912-1622

OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:

www.hsbccreditcard.com

080370 E 13 0000000300 C STMT3S D D

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:

To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635

New Balance \$2,295.95
Payment Due Date 07/08/05 Current Payment Due \$353.95

Make checks payable to HSBC CARD SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HSBC CARD SERVICES
PO BOX 4155
CAROL STREAM IL 60197-4155

517669000673263500035395002295950

HSBC GOLD MASTERCARD STATEMENT
FRANCIS J LOPEZ

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
-----------	-----------	-------------------------	------------------	----------------	---------

IF YOU ARE UNABLE TO SEND YOUR PAYMENT TODAY, PLEASE CALL 800-395-0500 TO DISCUSS A REPAYMENT ARRANGEMENT.

FINANCE CHARGE CALCULATION

This is a grace account. Grace period information on back.

	Balance Subject To Finance Charge/Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	\$2,266.97	.07121%	31	\$50.04	25.99%
CASH ADVANCES	\$0.00	.00000%	31	\$0.00	22.99%

ANNUAL PERCENTAGE RATE*25.990%

**May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

MAIL PAYMENTS TO:

HSBC CARD SERVICES

PO BOX 4155

CAROL STREAM IL 60197-4155

QUESTIONS?

24-HOUR CUSTOMER SERVICE

1-800-477-6000

MAIL INQUIRIES TO:

HSBC CARD SERVICES

PO BOX 81622

SALINAS CA 93912-1622

OUTSIDE USA, COLLECT: 1-757-523-3880

TDD HEARING IMPAIRED: 1-800-395-9020

Manage your account online at:

www.hsbccreditcard.com

080370 E 13 0000000300 G STMT38 D D

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:

To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number

5176-6900-0673-2635

New Balance

\$2,295.95

Payment Due Date

07/08/05

Current Payment Due \$353.95

Make checks payable to HSBC CARD SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
Enclosed

FRANCIS J LOPEZ

PO BOX 219

DESTIN FL 32540-0219

HSBC CARD SERVICES

PO BOX 4155

CAROL STREAM IL 60197-4155

517669000673263500035395002295950

EXHIBIT I

Daily News

Racetrack Road P.O. Box 2949
 Valton Beach, Fla 32549

RECEIPT 27932

RECEIVED FROM Lopez, Francis DATE 5-17-05
Henry, Francis \$ 97.39

MOUNT

OR

Circ Acct # 112331 (pst due + 3 mcs)

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	97.39
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY

THANK YOU
C. Ver-

EXHIBIT J

SERVICE ADDRESS

310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	4/20/05	5/16/05

Rate Class : RESIDENTIAL

Last payment amount/date: 253.66 3/18/05

Last Bill Amount 171.70
Payments .00
Adjustments .00
Unpaid Balance 171.70

Service Period	Days	Meter Number	Meter Readings	-----Calculations-----
GS 3/18/05 4/19/05	32	J466820	Present 2125	Consumption 98
			Previous - 2027	Meter Mult. X 1.006
			Consumption 98	Adj Cons 98.58
				BTU Factor X 1.031
				Bill Therms 101.64

Service	Therm	Charge	Total
Unpaid Balance			171.70
GS CUSTOMER CHARGE		10.00	10.00
GS COST OF GAS CHARGE	101.69	66.45	66.45
GS DELIVERY CHARGE	101.69	44.35	44.35
LATE CHARGE	4/15/05	14.86	14.86

Total Amount Due

\$307.36

*Balance as of today
5/12 135.66
#*



Online at okaloosagas.com

R E M E M B E R #####
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR
AFTER 3PM ON REGULAR BUSINESS DAYS
ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:

Cost of Gas .6535
Delivery Charge .4361

CUT OFF INFORMATION

Your gas service is subject to disconnection if the Unpaid Balance listed on this statement is not paid within fifteen days of the above bill date. You will not receive further notice. If you have any questions please contact your nearest Okaloosa Gas office prior to the disconnect date.

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

EXHIBIT K

Customer Service
(850) 729-4700

Crestview Area
(850) 682-3017

Navarre/Santa Rosa Beach Area
(850) 244-5197

SERVICE ADDRESS

310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	6/21/05	7/18/05

Rate Class : RESIDENTIAL
Last payment amount/date:

82.74 6/15/05

Last Bill Amount 82.74
Payments 82.74
Adjustments .00
Unpaid Balance .00

Service Period Days Meter Number Meter Readings
GS 5/16/05 6/15/05 30 J466820 Present 2212
Previous - 2189 Consumption 23
-----Calculations-----
Consumption 23
Meter Mult. X 1.006
Adj Cons 23.13
BTU Factor X 1.033
Bill Therms 23.90

Service	Therm	Charge	Total
GS CUSTOMER CHARGE		10.00	10.00
GS COST OF GAS CHARGE	23.92	15.63	15.63
GS DELIVERY CHARGE	23.92	10.43	10.43
LATE CHARGE	6/13/05	8.27	8.27
Total Amount Due			\$44.33



Online at okaloosagas.com

R E M E M B E R #####
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR
AFTER 3PM ON REGULAR BUSINESS DAYS
ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas .6535
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

EXHIBIT L

Application Suite



Search Results



Baskets

My Search Results

Commands

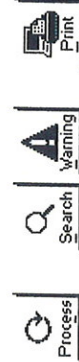
Policy No.	Doc...	Trans	Recip	Incoming	Report	Version
37287380-3	BILL	BILL	INS	//	POLBILLS	05-24-2005 : 04:03:4
37287380-3	BILL	BILL	INS	//	POLBILLS	05-09-2005 : 07:16:0
37287380-3	BILL	BILL	INS	//	POLBILLS	03-24-2005 : 03:34:0

Prod [Ownership Workbench - Processing] - 37287380-5 (Named Insured: Francis J Lopez)

Policy View Tools Options Help

Policy: 37287380-5

Actions:

PROGRESSIVE
DIRECT

Summary	Payment Sched.	Transactions	Payments	Communications
History	Process Date	Transaction	Amount \$	Description
Policy	12/13/2004	Renewal	1,028.00	Inception
Driver	12/16/2004	Endorsement	-27.00	Endorse Effective Date
Vehicle	01/23/2005	Invoice	203.20	Due Date
Coverages	02/08/2005	Payment	-208.60	Postmark Date
Program	02/20/2005	Invoice	197.80	Due Date
Claims	03/13/2005	Late Fee	5.00	
Notes	03/14/2005	Suspend Billing and Follow-up	0.00	Operator
ADC	03/14/2005	Cancel Notice	202.80	Cancel Effective Date
Addl Systems	03/16/2005	Payment - One Time Credit Card - Internet	-202.80	Postmark Date
	03/16/2005	Rescind Nonpay Cancel	0.00	
	03/16/2005	Resume Billing and Follow-up	0.00	Operator
	03/23/2005	Invoice	203.20	Due Date
	04/13/2005	Late Fee	5.00	
				SYSTEM
				04/08/2005
				6 Month

All DEC Related DEC Related - By Term

PROD Florida Direct Aligned Auto 4.0 Rate Revision 06/2005 Inquiry 6 Month

Application Suite



Search Results



Baskets

My Search Results

Commands

Policy No.	Doc...	Trans	Recip	Incoming	Report	Version
37287380-3	BILL	BILL	INS	/ /	POLBILLS	05-24-2005 : 04:03:4
37287380-3	BILL	BILL	INS	/ /	POLBILLS	05-09-2005 : 07:16:0
37287380-3	BILL	BILL	INS	/ /	POLBILLS	03-24-2005 : 03:34:0

Prod [Ownership Workbench - Processing] - 37287380-5 [Named Insured: Francis J Lopez]

Policy View Tools Options Help

Policy:

37287380-5

Actions:



Process



Search



Print

PROGRESSIVE
59227

Summary

History

Policy

Driver

Vehicle

Coverages

Program

Claims

Notes

ACC

Addl Systems

Payment Sched.

Transactions

Payments

Communications

Transactions

Process Date	Transaction	Amount \$	Description	Detail
06/15/2005	Suspend Billing and Follow-up	0.00	Operator	SYSNPN
06/16/2005	Payment - One Time Credit Card - Internet	-411.40	Postmark Date	06/16/2005
06/16/2005	Rescind Nonpay Cancel	0.00		
06/16/2005	Resume Billing and Follow-up	0.00	Operator	SYSTEM
07/01/2005	Bill Plan Change	0.00	From 5 Pay, 20.00% Down, Monthly	SYSPIAC
07/01/2005	Renewal	925.00	Inception	08/08/2005
07/24/2005	Invoice	157.20	Due Date	08/08/2005
08/08/2005	Suspend Billing and Follow-up	0.00	Operator	SYSRNLP
08/09/2005	Resume Billing and Follow-up	0.00	Operator	SYSPICAN
08/09/2005	Write Off - Installment Fee - Automatic	-3.00		
08/09/2005	Cancel Lapse	-925.00	Cancel Effective Date	08/08/2005
08/22/2005	Payment - One Time ACH - Internet	-157.20	Postmark Date	08/22/2005
08/22/2005	Hold Disbursements	0.00	Operator	SYSRNC



All

DEC Related

DEC Related - By Term

PROD Florida

Direct

Aligned Auto 4.0

Rate Revision 06/2005

Inquiry

6 Month

Application Suite

--	--	--	--	--	--	--	--	--	--	--

Prod [Ownership Workbench - Processing] - 37287380-5 [Named Insured: Francis J Lopez]

Policy View Tools Options Help

37287380-5

Actions:

Transactions

Payments

Communications

Summary

History

Policy

Driver

Vehicle

Coverages

Program

Claims

Notes

ACC

Add Systems

Process Date

Transaction

Amount \$

Description

Detail

Process Date	Transaction	Amount \$	Description	Detail
09/23/2005	Invoice	162.16	Due Date	10/09/2005
10/10/2005	Reminder Notice	162.16		
10/14/2005	Late Fee	5.00		
10/20/2005	Cancel Notice	167.16	Cancel Effective Date	11/05/2005
10/21/2005	Suspend Billing and Follow-up	0.00	Operator	SYSCNPN
10/21/2005	Payment - One Time ACH - Internet	-167.16	Postmark Date	10/21/2005
10/21/2005	Rescind Nonpay Cancel	0.00		
10/21/2005	Resume Billing and Follow-up	0.00	Operator	SYSTEM
10/23/2005	Invoice	157.16	Due Date	11/08/2005
10/25/2005	Endorsement - Change Insured Address	0.00		
10/25/2005	Endorsement	0.00	Endorse Effective Date	10/25/2005
11/09/2005	Reminder Notice	157.16		
11/13/2005	Late Fee	5.00		

All

DEC Related

DEC Related - By Term

PROD

Florida

Direct

Aligned Auto 4.0

Rate Revision 06/2005

Inquiry

5 Month

Details...

Application Suite

?

Prod [Ownership Workbench - Processing] - 37287380-5 (Named Insured: Francis J Lopez)

Policy View Tools Options Help

Policy: 37287380-5 Actions:

PROGRESSIVE

Payment Sched. Transactions Payments Communications

Summary

History

Process Date	Transaction	Amount \$	Description	Detail
11/13/2005	Late Fee	5.00		
11/20/2005	Suspend Billing and Follow-up	0.00	Operator	SYSCNPCN
11/20/2005	Cancel Notice	162.16	Cancel Effective Date	12/06/2005
12/01/2005	Payment - One Time Credit Card - Internet	-162.16	Postmark Date	12/01/2005
12/01/2005	Rescind Nonpay Cancel	0.00		
12/01/2005	Resume Billing and Follow-up	0.00	Operator	SYSCNREI
12/01/2005	Invoice	157.16	Due Date	12/17/2005
12/18/2005	Reminder Notice	157.16		
12/22/2005	Late Fee	5.00		
12/23/2005	Invoice	319.32	Due Date	01/08/2006
01/04/2006	Renewal	954.00	Inception	02/08/2006
01/09/2006	Reminder Notice	319.32		
01/13/2006	Late Fee	5.00		

☒ All
 ☐ DEC Related
 ☐ DEC Related - By Term

PROD Florida Direct Aligned Auto 4.0 Rate Revision 06/2005 Inquiry 6 Month

Start Prod ID... Prod Ownr... FOWR (N... Workspace... Highway H... Application...

EXHIBIT M

ACCOUNT NUMBER 77-917-6550-1	PURCHASE LIMIT 300	CASH ADVANCE LIMIT 50
	PURCHASE AVAILABILITY 0	CASH AVAILABILITY 50

SEND INQUIRIES TO:

CREDIT CARD CENTER
P.O. BOX 9151
DES MOINES, IA 50368-9151
TEXACO CARDHOLDERS CALL (1-800-839-2267)
SHELL CARDHOLDERS CALL (1-800-490-9119)

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)
05-06			PAYMENT - THANK YOU		20.00CR
05-08	129587007748 8001		1009 HWY 98 DESTIN FL 1513571		60.00
			TOTAL CARD 8001		60.00**

#1619 35.00

YOUR SHELL CARD JUST GOT BETTER! IT
CAN NOW BE ACCEPTED AT PARTICIPATING
JIFFY LUBE LOCATIONS!

PREVIOUS BALANCE 279.50	PAYMENTS/CREDITS 20.00	PURCHASES/DEBITS 60.00	NEW CASH ADVANCES	FINANCE CHARGE 4.87	LATE FEE .00	NEW BALANCE 324.37
CLOSING DATE 05-11-05	ANNUAL PERCENTAGE RATE 20.74%	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY: 06-05-05		OVERLIMIT AMOUNT 24.37	MINIMUM PAYMENT DUE 34.37	

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE	DAYS IN LAST CYCLE
PURCHASES	.05682%	20.74%		285.70	4.87	
CASH ADVANCES	.05682%	20.74%	\$1.50			30

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

A018491 1

TX/SH

EXHIBIT N

7-917-6550-1

300

50

Case 3:08-cv-00713-JAH-BLM Document 4-52

P.O. BOX 9151

DALLAS, TEXAS 75209-9151

Filed 04/28/2008 Page 56 of 66

CREDIT CARD

CASH AVAILABILITY

0

0

TEXACO CARDHOLDERS CALL (1-800-839-2267)

SHELL CARDHOLDERS CALL (1-800-490-9119)

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)
----------------	------------------	----------------	----------------------------------	-------------------	-----------------------

OVERSIGHT IN PUTTING YOUR PAYMENT IN THE MAIL? CALL
1-800-932-6728 TO PAY BY CHECK OVER THE PHONE 24 HOURS A
DAY. HAVE YOUR CHECKBOOK READY WHEN YOU CALL.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
324.37	.00	.00		5.83	20.00	350.20
CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:		OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE	
6-11-05	20.99%	07-06-05		50.20	60.20	

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE	DAYS IN LAST CYCLE
PURCHASES	.05750%	20.99%		327.07	5.83	
CASH ADVANCES	.05750%	20.99%	\$1.50			31

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

018283 1

TX/SH

EXHIBIT O

WESTERN EXPRESS, INC.
ISHAM B. BRADLEY #5075
7135 Centennial Place
Nashville, Tennessee 37209
Telephone: (615) 259-9920
Facsimile: (615) 259-9150

ROBBINS & KEEHN, APC
Scott Keehn, Esq.
530 'B' Street
Suite 2400
San Diego, CA 92101
Telephone (619)232-1700

Attorneys for Defendant WESTERN EXPRESS, INC.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

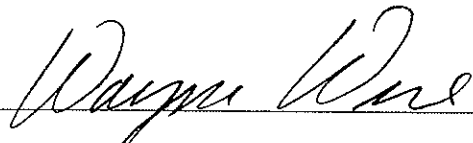
In Re:) CASE NO. 05-05926-PBINV
)
) Involuntary Chapter 7
)
FRANCIS J. LOPEZ,) MOTION TO DISMISS OR TRANSFER
) INVOLUNTARY PETITION;
Alleged Debtor) DECLARATION OF
) FRANCIS J. LOPES
)
)
)
)

AFFIDAVIT OF WAYNE WISE

COMES now Wayne Wise does depose and state as follows:

Attached hereto is a true and correct copy of a promissary note dated June 16, 2004 from Francis and Madeline Lopez to me. Francis and Madeline Lopez are still indebted to me under the provisions of this note.

1 Further this deponent sayeth not.
2
3

4 
Wayne Wise

5
6
7 Subscribed and sworn before me this 27 day of October, 2005.
8

9
10 
11 Notary Public
12

13 My Commission Expires: 5/28/06
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FROM :

FAX NO. :850 269 1034

Jun. 16 2004 05:14PM P2

JUN-16-04 WED 09:32 AM 0000000

FAX NO. 000000000

P. 02

PROMISSORY NOTE

\$15,000.00

Nashville, Tennessee

June 16, 2004

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of Wayne M. Wise the principal sum of fifteen thousand Dollars (\$15,000.00), on the following terms: on sale or refinance of maker's residence on 310 Sand Myrtle Trail, Destin, FL, or not later than one year from date hereof, whichever occurs earlier, with interest at the rate of six percent (6%) per annum.

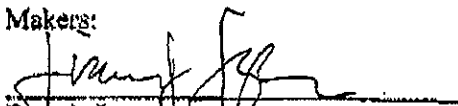
In the event this note is placed in the hands of an attorney for collection or for enforcement or protection of the security, the makers and any endorsers hereof agree to pay a reasonable attorney's fee and all court and other costs.

The makers of any endorsements hereof agree to pay reasonable attorneys fee and all court and other costs.

It is further agreed that if suit is instituted against the maker(s), that in addition to any other jurisdiction, suit may be instituted and maintained in any court of competent jurisdiction in Davidson County, Tennessee. This note, in its making and in its performance shall be governed by and subject to the laws of the State of Tennessee.

All notice of honor, demand, and protest and consents to any extensions are hereby waived. All exemptions are to be waived.

Makers:


Francis Lopez
SSN: 557-35-1124

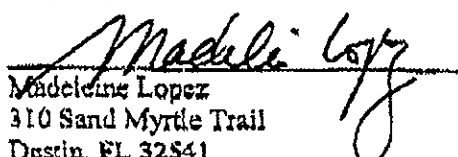

Madeleine Lopez
310 Sand Myrtle Trail
Destin, FL 32541
telephone: 850-650-8341
mobile: 760-214-1955 mobile
fax: 850-269-1034

EXHIBIT P

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
JUDGE PETER W. BOWIE, PRESIDING

IN THE MATTER OF:)	
)	
FRANCIS J. LOPEZ,)	CASE NO. 05-05926-PB7
)	(INVOLUNTARY)
DEBTOR.)	
)	

STATUS CONFERENCE ON INVOLUNTARY
PETITION AND ANSWER
(CONTINUED FROM MAY 1, 2006)

REPORTER'S TRANSCRIPT OF PROCEEDINGS

SAN DIEGO, CALIFORNIA

THURSDAY, MAY 4, 2006

U.S. BANKRUPTCY COURT	FEDERAL COURT REPORTERS
DEPARTMENT NO. 4	BY: DIANE BERGER
325 WEST "F" STREET	POST OFFICE BOX 60583
SAN DIEGO, CALIFORNIA 92101	SAN DIEGO, CALIFORNIA 92166
	TELEPHONE: (619) 223-6082

APPEARANCES

FOR LOPEZ:

M. JONATHAN HAYES, ESQ.
LAW OFFICE OF J. JONATHAN HAYES
21800 OXNARD STREET, SUITE 840
WOODLAND HILLS, CALIFORNIA 91367
TELEPHONE: (818) 710-3656

FOR STANLY:

L. SCOTT KEEHN, ESQ.
ROBBINS AND KEEHN, A P.C.
530 "B" STREET, SUITE 2400
SAN DIEGO, CALIFORNIA 92101
TELEPHONE: (619) 232-1700

1 MR. HAYES: WELL, BECAUSE I HAVEN'T RECEIVED A SINGLE
2 DOCUMENT FROM ANY OF THESE SUBPOENAS, AND I WOULD LIKE TO SEE
3 WHAT -- I MEAN, I'VE JUST HEARD TODAY NOW THAT THERE'S ALL THIS
4 EVIDENCE ABOUT WHICH CREDITORS AREN'T REALLY CREDITORS.

5 I'LL FILE A MOTION FOR SUMMARY JUDGMENT. HE HAS
6 SEVERAL WEEKS TO RESPOND THEN, HE'LL GET HIS TRANSCRIPTS, AND
7 HE CAN RESPOND, AND WE'LL HAVE A HEARING DATE. AND THE THING I
8 WAS HOPING WAS THAT WE DON'T HAVE THE HEARING DATE IN LATE JUNE
9 AND THEN SET IT FOR TRIAL TWO MONTHS AFTER THAT BECAUSE IF
10 THERE'S ISSUES -- ON THAT ISSUE, I MEAN, WE CAN DO IT RIGHT AT
11 THE SAME TIME.

12 THE COURT: WELL, I'M NOT GOING TO DO IT RIGHT AT THE
13 SAME TIME. IF I CAN DECIDE IT BY THE PHASE ONE, THE NUMBER OF
14 CREDITORS, AND DO WE HAVE ENOUGH PETITIONING CREDITORS, THEN
15 I'LL DECIDE THAT AT THAT TIME.

16 MR. HAYES: WELL, THE SUMMARY JUDGMENT WILL BE AS TO
17 BOTH.

18 THE COURT: WELL, YOU'RE THE ONE WHO ASKED FOR
19 BIFURCATION --

20 MR. HAYES: -- A LONG TIME AGO, BY THE WAY.

21 THE COURT: -- WELL, YOU COULD HAVE BROUGHT YOUR
22 MOTION ANY TIME YOU WANTED TOO.

23 MR. HAYES: I DON'T THINK THERE'S ANYTHING -- JUST
24 BECAUSE IT'S BEEN BIFURCATED, THERE'S NOTHING TO PREVENT ME
25 FROM FILING THE SUMMARY JUDGMENT AS TO BOTH --

1 THE COURT: YOU CAN FILE IT, BUT WHETHER WE'LL GET TO
2 IT, I MEAN, OR WHETHER MR. KEEHN IS GOING TO SAY "I'M NOT
3 READY." HE SAID HE -- HE THOUGHT HE'D BE PRETTY CLOSE TO
4 RESOLVING PHASE TWO JUST BASED ON WHAT HE HAS, BUT YOU KNOW HOW
5 HE OPERATES.

6 MR. HAYES: ALL RIGHT. THANK YOU, YOUR HONOR.

7 MR. KEEHN: YOUR HONOR, I WOULD MAKE SOME COMMENTS
8 HERE THAT I THINK ARE APPROPRIATE IN LIGHT OF WHAT I JUST
9 HEARD.

10 AS THE COURT CORRECTLY POINTS OUT, IT WAS THE DEBTOR
11 THAT WANTED THE BIFURCATION, AND MORE THAN SIMPLY BIFURCATION,
12 AND REQUESTED NO DISCOVERY ON THE SECOND PHASE ISSUES, AND SO
13 TO SAY, WELL, NOW I HAVE TO DEAL WITH THE SUMMARY JUDGMENT
14 MOTION AS TO ISSUES FOR WHICH I'VE BEEN PRECLUDED FROM
15 CONDUCTING DISCOVERY IS JUST INAPPROPRIATE. I THINK CASE LAW
16 SUPPORTS THE PROPOSITION THAT IF A RESPONDING PARTY CAN SHOW
17 REASONABLY EQUIVALENT DISCOVERY IS NECESSARY TO RESOLVE IT,
18 THEN THAT'S A BASIS FOR DENYING THE SUMMARY JUDGMENT MOTION.
19 AND I WOULD HOPE THAT MR. HAYES WOULD RECONSIDER THAT ASPECT OF
20 HIS GAME PLAN. BUT IT SEEMS TO ME WASTEFUL OF THE COURT'S
21 RESOURCES TO CONSIDER THAT SECOND HALF AFTER IT'S BEEN ON HOLD.

22 THE COURT: WELL, YOU MIGHT WANT HIM COMING -- I
23 MEAN, I'M NOT SURE WHY YOU'RE ARGUING THIS. YOU MIGHT WANT HIM
24 TO FILE A MOTION ON BOTH GROUNDS. THEN YOU ARGUE YOUR 56(E)
25 POSITION, AND -- BUT YOU'LL HAVE GOTTEN A FREE LOOK AT THE

1 PREMISES OF HIS MOTION.

2 MR. KEEHN: I DON'T WANT TO TAKE ADVANTAGE OF COUNSEL
3 AND TAKE THE FREE LOOK. I'M WILLING TO JUST PLAY ACCORDING TO
4 HOYLE AFTER THE DISCOVERY CONCLUDES, BUT DID I HEAR CORRECTLY,
5 THE 28TH OF JUNE IS THE HEARING DATE?

6 THE COURT: NO, HE SAID IT'S THE 26TH.

7 THE CLERK: THE 26TH.

8 MR. KEEHN: THE 26TH, A MONDAY. YOU KNOW, THAT WOULD
9 BE FINE IF WE HAD -- BUT I THINK IT'S A BETTER USE OF
10 EVERYONE'S RESOURCES IF -- IF THE BRIEFING SCHEDULES WERE SET
11 IN RECOGNITION OF WHAT WE HAVE: ONE, THAT I GET THE
12 TRANSCRIPT, AND THEN MAYBE THAT I NEED TO DO MRS. LOPEZ TO
13 BUTTON DOWN SOME ISSUES. WITH THAT SAID, THERE'S NO -- AS FAR
14 AS I CAN SEE, OTHER THAN GIVING ME THE FREE LOOK, NO REASON FOR
15 RUSHING TO FILE.

16 THE COURT: WELL, MR. HAYES WILL FILE HIS MOTION AS
17 AND WHEN HE CHOOSES, AND WHEN YOURS IS READY, YOU CAN CONTACT
18 THE MS. WILKINSON AND ASK HER FOR A HEARING DATE, AND IF YOU
19 CAN GET IT SET TO BE HEARD ON THE SAME TIME SO THAT WE HAVE
20 CROSS-MOTIONS AT LEAST ON ISSUE ONE, THAT'S FINE. AND THEN
21 WE'LL TAKE IT FROM THERE.

22 MR. KEEHN: WELL, I THINK THAT THE PROBABILITY OF
23 HAVING CROSS-MOTIONS IS SO HOT AT THIS POINT, THAT I ACTUALLY
24 REQUEST THE COURT TO GIVE ME PERMISSION TO USE THAT DATE, AND
25 I'LL FILE THE MOTION ACCORDINGLY.